

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11 Case No.
	:	
LENOX SALES, INC., <i>et al.</i>	:	08-14679 (ALG)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**ORDER APPROVING ASSUMPTION AND  
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS**

Upon the motion, dated December 27, 2008 (the “Motion”), of Lenox Sales, Inc. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “Debtors”),<sup>1</sup> pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for, among other things, approval of procedures in connection with the sale of all or substantially all of the Debtors’ assets (the “Sale”) to Lenox Corporation, all as more fully set forth in the Motion; and the Court having entered an order, dated December 16, 2008, approving, among other things, a procedure for the assumption of executory contracts and unexpired leases (the “Procedures Order”) (Docket No. 127); and upon the Certificate of No Objection to the Assumption and Assignment of Certain Unexpired Leases and Executory Contracts (the “CNO”) filed by counsel for the Debtors; and upon the developments reflected in the blackline exhibit attached to the CNO and attached hereto as Exhibit B; and after due deliberation and sufficient cause appearing therefore, it is hereby

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Lenox Sales, Inc. (3270), Lenox Group Inc. (4956), Lenox, Incorporated (8476), D 56, Inc. (0891), FL 56 Intermediate Corp. (4955), Lenox Retail, Inc. (3269), and Lenox Worldwide, LLC (7980).

ORDERED that, in accordance with the terms and provisions of the Procedures Order, the Debtors' assumption and assignment of the unexpired leases listed on Exhibit A hereto (the "Leases") to Lenox Corporation upon entry of this Order is approved; and it is further

ORDERED that the cure amount for the lease between the Debtors and Birch Run Outlets II, L.L.C. includes all accrued rent and charges that are not due under the lease as of the assumption and assignment of the lease and Lenox Corporation assumes liability for all such rent and charges; and it is further

ORDERED that, except as otherwise set forth herein or agreed to in a signed writing between the Debtors and a Contract counterparty, the cure amounts set forth on Exhibit A are the true, correct, final and fixed amounts, and only amounts, that are required to be paid upon assumption of the Leases pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code and the Debtors and/or Lenox Corporation, as applicable, are directed to pay such cure amounts upon entry of this Order.

Dated: July 15, 2009  
New York, New York

/s/ Allan L. Gropper  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**(Unexpired Leases)**

<b>Counter-party</b>	<b>Date</b>	<b>Description and Address of Property to be Assumed and Assigned</b>		<b>Cure Amount</b>
Island View Crossing, LP c/o Preferred Real Estate 1001 E. Hector Street, Suite 100 Conshohocken, PA 19428 Attn: Legal Dept.	7/10/06	Office Lease  1414 Radcliffe Street Bristol, PA 19007	Office lease for Lenox 126,000 SF.  Lease term 7/10/06 – 7/31/18.  <b>as modified by agreement of the landlord and the assignee</b>	\$0
Birch Run Outlets II, L.L.C. c/o Prime Retail, LP 217 East Redwood Street, 20th Baltimore, MD 21202	12/1/06	Retail Lease - Birch Run Outlets II, L.L.C.  Prime Outlets @ Birch Run 12155 S. Beyer Road Birch Run, MI 48415	Retail lease for Lenox Birch Run, MI. 10,184 SF.  Lease term 12/1/06 – 11/30/11.  <b>as modified by agreement of the landlord and the debtor</b>	\$777.83, plus any additional post- petition rent due as of the assignment of the lease
COROC/Myrtle Beach, LLC c/o Tanger Properties LP 3200 Northline Avenue, Suite 360 Greensboro, NC 27408		Tanger Outlet Center 4630 Factory Stores Blvd, A160 Myrtle Beach, SC 29579	Retail lease for Myrtle Beach, SC store 7,998 SF  Lease term 2/1/07 – 1/31/10.  <b>as modified by agreement of the landlord and the assignee</b>	\$0

## Exhibit B

(Blackline of Originally Filed Exhibit and Exhibit A Attached Hereto)

Counter-party	Date	Description and Address of Property to be Assumed and Assigned		Cure Amount
Island View Crossing, LP c/o Preferred Real Estate 1001 E. Hector Street, Suite 100 Conshohocken, PA 19428 Attn: Legal Dept.	7/10/06	Office Lease  1414 Radcliffe Street Bristol, PA 19007	Office lease for Lenox 126,000 SF.  Lease term 7/10/06 – 7/31/18.  <b>as modified by agreement of the landlord and the assignee</b>	\$0
Birch Run Outlets, II L.L.C. c/o Prime Retail, LP 217 East Redwood Street, 20th Baltimore, MD 21202	12/1/06	Retail Lease - Birch Run Outlets II, L.L.C.  Prime Outlets @ Birch Run 12155 S. Beyer Road Birch Run, MI 48415	Retail lease for Lenox Birch Run, MI. 10,184 SF.  Lease term 12/1/06 – 11/30/11.  <b>as will be modified by agreement of the landlord and the assignee debtor<sup>2</sup></b>	<del>\$0</del> <u>\$777.83, plus any additional post-petition rent due as of the assignment of the lease</u>
COROC/Myrtle Beach, LLC c/o Tanger Properties LP 3200 Northline Avenue, Suite 360 Greensboro, NC 27408		Tanger Outlet Center 4630 Factory Stores Blvd, A160 Myrtle Beach, SC 29579	Retail lease for Myrtle Beach, SC store 7,998 SF  Lease term 2/1/07 – 1/31/10.  <b>as will be modified by agreement of the landlord and the assignee<sup>3</sup></b>	\$0

<sup>2</sup> ~~The assignee and the landlord are in the process of documenting certain agreed upon amendments to the lease, and the assumption and assignment will be amended by such agreement.~~

<sup>3</sup> ~~The assignee and the landlord are in the process of documenting certain agreed upon amendments to the lease, and the assumption and assignment will be amended by such agreement.~~